

4 situated in above described land
5 rights and appurtenances thereto in anywise whatsoever, unto the said Sam Danna, his heirs and
6 assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators, to
7 warrant and forever defend all and singular the said premises unto the said Sam Danna, his heirs
8 and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part
9 thereof. Grantors warrant all taxes paid up to and including 1930; taxes for 1931 assumed by the
10 grantee. Witness our names at Houston, Texas, this the 10th day of February, A. D. 1931.

Chas. Danna

Gladys Danna

12 State of Texas, County of Harris. Before me, the undersigned Notary, on this day per-
13 sonally appeared Chas. Danna and wife, Gladys Danna, known to me to be the persons whose names are
14 subscribed to the foregoing instrument, of writing, and severally acknowledged to me that they exe-
15 cuted the same for the purposes and consideration therein expressed. And the said Gladys Danna,
16 wife of the said Chas. Danna, having been examined by me privily and apart from her husband, and
17 having the same by me fully explained to her, she, the said Gladys Danna, acknowledged such in-
18 strument to be her act and deed and declared that she had willingly signed the same for the pur-
19 poses and consideration therein expressed, and did not wish to retract it.

20 Given under my hand and seal of office this the 9th day of February, A. D. 1931.

21 Meyer C. Wagner, Notary Public in and for Harris County, Texas. (Seal).

22 Filed for record Feb. 10, 1931 at 3:00 o'clock P.M. Recorded Feb. 11, 1931 at 3:45 o'clock P. M.

23 Wm. T. Townsend Clerk County Court, Harris County, Texas, by B. L. Lewis, Deputy

24 860/587

25 No. 495763

26 Fannie Booty Brooks, et al To Harris County Houston Ship
27 Deed Channel Navigation District

28 State of Texas, County of Harris. Know all men by these presents: That whereas, the late
29 Judge R. E. Brooks, in his lifetime, for the purpose of affording railway and terminal service to
30 his property consisting of approximately four thousand (4000) acres of land lying and being
31 situated in Harris County, Texas, out of the Richard and Robert Vince League, fronting in part upon
32 the Houston Ship Channel and in part upon Green's Bayou, conveyed by General Warranty deed to the
33 Houston North Shore Railway Company, its successors and assigns, four tracts of land for right-of-
34 ways consisting of 127.52 acres more or less; said four tracts of land being fully described by
35 official notes in a General Warranty Deed from R. E. Brooks to Houston North Shore Railway Company,
36 dated February 15th, 1928 and recorded in Volume 757, page 35 of the Deed Records of Harris County
37 Texas, to which deed and the record thereof reference is here made for a more particular description
38 and, whereas tract #1 so conveyed was to be used for the main line of the Houston North Shore
39 Railway Company, and tracts Nos. 2, 3 and 4 were to be used for loop line and terminal purposes and
40 thereafter the said Houston North Shore Railway Company constructed its main line over and across
41 tract No. 1 so conveyed and began the construction of an industrial track over tract No. 2, con-
42 necting with certain industries located upon land in the Richard and Robert Vince League conveyed
43 them by Judge R. E. Brooks; and, Whereas, prior to his death, Judge R. E. Brooks had negotiated
44 with the Harris County Houston Ship Channel Navigation District to bring its Public Belt Railroad
45 to and across Green's Bayou thereby giving his property the advantage of terminal service par-
46 ticipated in by all the railways entering Houston and the Navigation District, including the
47 Missouri Pacific Railway System, which system has acquired control of the Houston North Shore
48 Railway Company and is now operating same; and, Whereas, the said Harris County Houston Ship

RECORDED MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recording

Clerk's Notes—Art. 4606.

9548515



1 Channel Navigation District desires to acquire the industrial track constructed by the said Houston
2 North Shore Railway Company and the right-of-way upon which it is situated; save and except a small
3 portion thereof to be retained by said Houston North Shore Railway Company as a connection with the
4 Pacific Belt Railroad. The field notes of the industrial track so constructed being as follows: to
5 wit: A one hundred foot (100') strip of land, being the regular right of way reserved for the pre-
6 sent extension of what is commonly known as the Houston North Shore Railway Company's main line,
7 out of and being a portion of original tract #2, as set out in a certain deed from R. E. Brooks to
8 Houston-North Shore Railway dated February 15th 1908, lying in Richard and Robert Vince League, near
9 Green's Bayou, Harris County, Texas and described by metes and bounds as follows: Commencing at a
10 stake on the east bank of Green's Bayou, which point is the southwest corner of what was formerly
11 known as the Eatmen four hundred (400) acre tract, which is also the northwest corner of the R. E.
12 Brooks tract both in the said Richard and Robert Vince League; Thence, southeasterly, following the
13 meanders of the east bank of Green's Bayou, 217 ft. to a stake, which is 50 feet southerly, at right
14 angles to the center line of the main track of the Houston North Shore Railway; Thence, continuing
15 along the east bank of said Green's Bayou, S-31°00' E. a distance of 107 feet to a point 150 feet
16 southerly, at right angles to the center line of said main track; Thence, easterly, 150 feet from and
17 parallel with the center line of said main track, a distance of 1172.2 feet to a point; Thence,
18 northerly, at right angles, a distance of 100 feet to a point, 50 feet southerly at right angles to
19 the center line of said main track, and opposite the Railway Company's engineers station 380432
20 (old location, station #77465.3) for the point of beginning; Thence, southeasterly, 50 feet from and
21 parallel with the center line of a 5°05' curve to the right, a distance of 33.4 feet to the point of
22 tangent of said curve; Thence, continuing, southeasterly, on a tangent to the last described course,
23 a distance of 65.9 feet to a point opposite the point of curve of 3°00' curve to the right; Thence,
24 continuing southeasterly, 50 feet from and parallel with the center line of said 3°00' curve, a dis-
25 tance of 1067.6 feet to the point of tangent of said curve; Thence, continuing, southeasterly on a
26 tangent to the last described course, a distance of 7436.7 feet to a point; Thence, northeasterly,
27 at right angles a distance of one hundred feet (100') to a point; Thence, northwesterly at right
28 angles and 100 feet from and parallel with the fourth described course, a distance of 7435.7 feet to
29 a point opposite the point of tangent of the third described course; Thence, continuing northwesterly
30 on curve to the left and parallel to and 100 feet from the third described course, a distance of
31 722.8 feet to a point, which is 50 feet south of and at right angles to the center line of the said
32 main tract; Thence, westerly 50 feet from and parallel with the center line of said main track of
33 Houston North Shore Railway, a distance of 416 feet to the point of beginning. Containing 19.31
34 acres more or less; and also additional acreage from the Brooks Estate for right-of-way and terminal
35 purposes as hereinafter described, the total of said additional acreage being approximately 119.05
36 acres as hereinafter described. Now, therefore, I, Fannie Booty Brooks, Independent Executrix of
37 the will of R. E. Brooks, Deceased, of the County of Harris, State of Texas, for and in consider-
38 ation of the benefits to accrue to the Grantor through the enhancement in value to adjacent lands
39 now owned by Grantor in the Richard and Robert Vince League, Harris County, Texas, resulting from
40 the construction and operation of a unified switching and terminal service upon the rights of ~~ways~~
41 herein conveyed, and the sum of ten and no one hundredths (\$10.00) dollars, and other valuable con-
42 siderations to me in hand paid by the Harris County Houston Ship Channel Navigation District, the
43 receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these
44 presents do grant, bargain, sell and convey unto the Harris County Houston Ship Channel Navigation

portion thereof to be retained by the Houston Ship Channel Navigation District, the Public Belt Railroad. The field notes of the industrial tract so constructed being as follows; to wit; A one hundred foot (100') strip of land, being the regular right of way reserved for the present extension of what is commonly known as the Houston North Shore Railway Company's loop line, out of and from a portion of original tract #2, as set out in a certain deed from R. E. Brooks to Houston-North Shore Railway dated February 15th 1923, lying in Richard and Robert Vince League, near Green's Bayou, Harris County, Texas and described by metes and bounds as follows: Commencing at a stake on the east bank of Green's Bayou, which point is the southwest corner of what was formerly known as the Eatmen four hundred (400) acre tract, which is also the northwest corner of the R. E. Brooks tract both in the said Richard and Robert Vince League; Thence, southeasterly, following the meanders of the east bank of Green's Bayou, 217 ft. to a stake, which is 50 feet southerly, at right angles to the center line of the main track of the Houston North Shore Railway; Thence, continuing along the east bank of said Green's Bayou, S 31°00' E. a distance of 107 feet to a point 150 feet southerly, at right angles to the center line of said main track; Thence, easterly, 150 feet from and parallel with the center line of said main track, a distance of 1172.2 feet to a point; Thence, northerly, at right angles, a distance of 100 feet to a point, 50 feet southerly at right angles to the center line of said main track, and opposite the Railway Company's engineers station 380432 (old location, station 277465.3) for the point of beginning; Thence, southeasterly, 50 feet from and parallel with the center line of a 5°05' curve to the right, a distance of 33.4 feet to the point of tangent of said curve; Thence, continuing, southeasterly, on a tangent to the last described course, a distance of 65.3 feet to a point opposite the point of curve of 3°00' curve to the right; Thence, continuing southeasterly, 50 feet from and parallel with the center line of said 3°00' curve, a distance of 106.6 feet to the point of tangent of said curve; Thence, continuing, southeasterly on a tangent to the last described course, a distance of 7436.7 feet to a point; Thence, northeasterly, at right angles a distance of one hundred feet (100') to a point; Thence, northwesterly at right angles and 100 feet from and parallel with the fourth described course, a distance of 7435.7 feet to a point opposite the point of tangent of the third described course; thence, continuing northwesterly on curve to the left and parallel to and 100 feet from the third described course, a distance of 722.8 feet to a point, which is 50 feet south of and at right angles to the center line of the said main tract; thence, westerly 50 feet from and parallel with the center line of said main track of Houston North Shore Railway, a distance of 415 feet to the point of beginning. Containing 19.31 acres more or less; and also additional acreage from the Brooks Estate for right-of-way and terminal purposes as hereinafter described, the total of said additional acreage being approximately 119.05 acres as hereinafter described. Now, therefore, I, Fannie Booty Brooks, Independent Executrix of the will of R. E. Brooks, Deceased, of the County of Harris, State of Texas, for and in consideration of the benefits to accrue to the Grantor through the enhancement in value to adjacent lands now owned by Grantor in the Richard and Robert Vince League, Harris County, Texas, resulting from the construction and operation of a unified switching and terminal service upon the rights of ways herein conveyed, and the sum of ten and no one hundredths (\$10.00) dollars, and other valuable considerations to me in hand paid by the Harris County Houston Ship Channel Navigation District, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the Harris County Houston Ship Channel Navigation District, a public corporation, domiciled in Harris County, Texas, for the purposes and upon the terms and conditions as hereinafter set out, the following described property, being a part of the Richard and Robert Vince League of Harris County, and being all of the property contemplated to be conveyed under this instrument to-wit: Tract No. 1 Beginning at a point marking the Northwest corner,

of the tract described as tract No. 2 which point is approximately 2487 feet northwesterly of the Houston Terminal Subdivision at the west end of 11th Street; Thence, northwesterly a distance of 1,124 feet to a point; Thence, at an angle of 14 degrees and 15 minutes to the right for a distance of 404.8 feet; Thence at an angle of 14 degrees and 18 minutes to the left for a distance of 4,210 feet; Thence at an angle of 14 degrees and 18 minutes to the left for a distance of 404.8 feet; Thence at an angle of 14 degrees and 15 minutes to the right for a distance of 11 feet to a point of curve; Thence in a northwesterly direction along a curve to the left, having a radius of 1,367 feet for a distance of 1,747 feet to a point of tangent, said curve being 57 feet north of the center line of the Public Street Railroad as now located. Thence, in a southwesterly direction along a line tangent to said curve for a distance of 1,140 feet, more or less, to the East bank of Green's Bayou; Thence, southward along Green's Bayou to a point which is 100 feet from the above named Southwesterly course measured at right angles; Thence in a northeasterly direction along a line 100 feet from and parallel to the above named southwesterly course for a distance of 1,134 feet to a point of curve; Thence, along a curve to the right, having a radius of 1,367 feet for a distance of 1,610.1 feet to a point of tangent; Thence along a line tangent to said curve for a distance of 5701 feet to connect with the west end of Tract No. 2 hereinafter described; Thence, northeasterly, a distance of 100 feet to the place of beginning and containing 3½ acres more or less; Tract No. 2 beginning at a point in the center line of the Lynchburg-Sheldon road, which is also the east line of the Richard and Robert Vince Survey, said point being 1,346 feet south of the iron pipe marking the Southeast corner of the Criswell 190 acre tract, described in Harris County records Volume 1, page 324; Thence in a westerly direction at an angle to the left of 30 degrees and 36 minutes for a distance of 8,474 feet through the Houston Terminal Subdivision along a line 27 feet north of and parallel to the north line of Seventh Street crossing blocks 7, 12, 15, 30, 43 and 48 to a point of curve; Thence 1,283.4 feet along a curve to the right having a radius of 1,853.1 feet, passing through Blocks 50, and 55 and 74 to a point of tangent; Thence, along a line tangent to said curve crossing blocks 74 and crossing the west line of said subdivision 74.4 feet north of the northeast corner of the J. S. Deugherty 65 acre tract for a distance of 3250 feet; Thence, southwesterly at right angles to above described course a distance of 100 feet; Thence Southwesterly parallel to and 100 feet distance from the second above described course a distance of 3250 feet crossing the west line of the Houston Terminal Subdivision and across block 74 to a point of curve; Thence, along a curve having a radius of 1,953 feet crossing Blocks 73, 65 and 60 for a distance of 1,359 feet to a point of tangent; Thence along a line tangent to said curve and crossing blocks 49, 42, 31, 24, 13 and 6 along a line 13 feet South of and parallel to the South line of Seventh Street for a distance of 8,473 feet to the east line of the Richard and Robert Vince Survey; Thence North along the said East line 100 feet to the point of beginning; Containing thirty and six-tenths (30.6) acres more or less. Tract No. 3. Beginning at a point in the east line of the Brooks' 1000 acre tract described in Harris County records, Volume 715, page 344, and in the west line of the Sheldon-Lynchburg road located on the east line of the Richard and Robert Vince Survey, which beginning point is 2384.0 feet south of the center of Market Street Road; Thence, westward along a line making an angle of 66 degrees and 15 minutes with said east line in the southwest quadrant for a distance of 3695.3 feet to a point of curve; Thence, along a curve to the right having a radius of 5672.65 feet for a distance of 336.0 feet to a point of tangent; Thence, along a line tangent to said curve for a distance of 11850.7 feet to a point of curve; Thence, along a curve to the right having a radius of 1853 feet for a distance of 984.5 feet to a point of tangent; Thence, along a line tangent to said curve for a distance of 258 feet, more or less, to the east line of Tract No. 1 hereinbefore described; Thence Southeasterly along said east line of Tract No. 1, 51¹/₂ feet, more or less, to a

4 of 404.8 feet; Thence at an angle of 14 degrees and 16 minutes to the left for a distance of
5 4,210 feet; Thence at an angle of 14 degrees and 16 minutes to the left for a distance of 404.8
6 feet; Thence at an angle of 14 degrees and 16 minutes to the right for a distance of 11 feet to a
7 point of curve; Thence in a northwesterly direction along a curve to the left, having a radius of
8 1,967 feet for a distance of 1,747 feet to a point of tangent, said curve being 57 feet north of the
9 center line of the Public Belt Railroad as now located. Thence, in a southwesterly direction along
10 a line tangent to said curve for a distance of 1,140 feet, more or less, to the East bank of Green's
11 Bayou; Thence, Soutward along Green's Bayou to a point which is 100 feet from the above named
12 Southwesterly course measured at right angles; Thence in a orthoesterly direction along a line 100
13 feet from and parallel to the above named southwesterly course for a distance of 1,134 feet to a
14 point of curve; Thence, along a curve to the right, having a radius of 1,667 feet for a distance of
15 1,510.1 feet to a point of tangent; Thence along a line tangent to said curve for a distance of
16 6701 feet to connect with the west end of Tract No. 2 hereinafter described; Thence, northeasterly,
17 a distance of 100 feet to the place of beginning and containing 35 acres more or less; Tract No. 2
18 Beginning at a point in the center line of the Lynchburg-Sheldon road, which is also the east line
19 of the Richard and Robert Vince Survey, said point being 1,546 feet south of the iron pipe marking
20 the Southeast corner of the Criswell 190 acre tract, described in Harris County records Volume F,
21 page 324; Thence in a westerly direction at an angle to the left of 20 degrees and 36 minutes for
22 a distance of 8,474 feet through the Houston Terminal Subdivision along a line 27 feet north of and
23 parallel to the north line of Seventh Street crossing blocks 7, 12, 15, 30, 43 and 48 to a point
24 of curve; Thence 1,283.4 feet along a curve to the right having a radius of 1,853.1 feet, passing
25 through Blocks 60, and 65 and 74 to a point of tangent; Thence, along a line tangent to said curve
26 crossing blocks 74 and crossing the west line of said subdivision 74.4 feet north of the northeast
27 corner of the J. S. Daugherty 65 acre tract for a distance of 3250 feet; Thence, southwesterly at
28 right angles to above described course a distance of 100 feet; Thence Southeasterly parallel to and
29 100 feet distance from the second above described course a distance of 3750 feet crossing the west
30 line of the Houston Terminal Subdivision and across block 74 to a point of curve; Thence, along a
31 curve having a radius of 1,953 feet crossing Blocks 73, 65 and 60 for a distance of 1,359 feet to a
32 point of tangent; Thence along a line tangent to said curve and crossing blocks 49, 47, 31, 24, 13,
33 and 6 along a line 43 feet South of and parallel to the South line of Seventh Street for a distance
34 of 8,473 feet to the east line of the Richard and Robert Vince Survey; Thence North along the said
35 East line 100 feet to the point of beginning; Containing thirty and six-tenths (30 $\frac{6}{10}$) acres more or
36 less. Tract No. 3. Beginning at a point in the east line of the Brooks' 1000 acre tract described
37 in Harris County records, Volume 715, page 344, and in the west line of the Sheldon-Lynchburg road
38 located on the east line of the Richard and Robert Vince Survey, which beginning point is 2384.0'
39 feet south of the center of Market Street Road; Thence, westward along a line making an angle of
40 20 degrees and 15 minutes with said east line in the southwest quadrant for a distance of 3695.6
41 feet to a point of curve; Thence, along a curve to the right having a radius of 5672.83 feet for a
42 distance of 396.0 feet to a point of tangent; Thence, along a line tangent to said curve for a dis-
43 tance of 11350.7 feet to a point of curve; Thence, along a curve to the right having a radius of
44 1853 feet for a distance of 984.3 feet to a point of tangent; Thence, along a line tangent to said
45 curve for a distance of 258 feet, more or less, to the east line of Tract No. 1 hereinbefore de-
46 scribed; Thence Southeasterly along said east line of Tract No. 1, 51 $\frac{1}{2}$ feet, more or less, to a
47 point which is 100 feet south of, measured radically from next above described curve course; Thence
48 in an easterly direction along a curve 100 feet south of and parallel to the next above described

curve course for a distance of 779 feet, more or less, to a point of tangent; thence along a line
1 tangent to said curve for a distance of 600 feet; thence at an angle of 14 degrees and 17 minutes
2 to the right for a distance of 404.7 feet; thence at an angle of 14 degrees and 17 minutes to the left
3 for a distance of 4200 feet; thence at an angle of 14 degrees and 17 minutes to the left for a dis-
4 tance of 404.8 feet; thence at an angle of 14 degrees and 17 minutes to the right for a distance of
5 6466.1 feet from point of curve; thence in continuance in an easterly direction along the curve to
6 the left having a radius of 5772.6 feet for a distance of 404.4 feet to a point of tangent; thence
7 eastward along a line tangent to said curve for a distance of 3680.2 feet to the east line of said
8 Brooks' 1900 acre tract; thence north along said east line 101.2 feet to point of intersection contain-
9 ing 44.1 acres more or less. It is agreed and understood that no mineral rights of any character
10 are conveyed by this grant, but all such rights are expressly reserved to Grantor. No drilling or
11 operating for oil or minerals by Grantor, her heirs or assigns, shall be undertaken so long as the
12 Harris County Houston Ship Channel Navigation District, its successors or assigns, use the land con-
13veyed for railway purposes, unless written consent is given by said Harris County Houston Ship
14 Channel Navigation District. It is understood that Grantor, her heirs and assigns, shall have the
15 reserved right to construct, maintain and operate pipe lines, conduits for transportation of oil,
16 gas water or electrical currents across the land conveyed, at suitable and necessary points, pro-
17 viding such pipe lines and conduits shall be under ground where crossing railroad right of way, and
18 be placed at such depth and be so constructed as not to interfere with the use thereof by said
19 Harris County Houston Ship Channel Navigation District its successors or assigns. It is further
20 agreed that Harris County Houston Ship Channel Navigation District, its successors or assigns, will
21 construct all such highway crossings, cattle-guards, fences etc., as may be necessary to protect the
22 lands of the Grantor in said League, where the railroad right of way on the land conveyed crosses
23 the same. Grantor, her heirs and assigns, shall have the right to establish and maintain over and
24 across the property herein conveyed, all proper and necessary crossings for roadways or other means
25 of transportation. It is further agreed and understood that all houses and improvements on said
26 lands were conveyed shall remain the property of Grantor and that if it be necessary to move same in
27 order to get same away from the right of way here granted, that said Harris County Houston Ship
28 Channel Navigation District, upon request of Grantor, shall, at its own expense, move said houses
29 and improvements from said right of way to such points as may be directed by Grantor, not in any
30 case to exceed one hundred feet. All taxes of every kind on said land herein conveyed beginning with
31 the year 1931, shall be paid by Grantee, its successors or assigns. As a further consideration for
32 this conveyance said Harris County Houston Ship Channel Navigation District agrees and covenants to
33 extend its Public Belt trackage upon the rights of way herein conveyed to such industries now located
34 or which may hereafter be located, upon the lands of the Grantor, in the said Richard and Robert
35 Vince League as desire to connect therewith by industrial tracks or spurs and the Harris County
36 Houston Ship Channel Navigation District its successors and assigns hereby obligates itself to con-
37 nect said tracks and terminal facilities with all such industries located, or to be located, upon
38 lands of the Grantor, her heirs or assigns in said Richard and Robert Vince League, upon the custom-
39 ary terms and conditions from time to time made applicable by said railway company for connection
40 with and service to similar industries located adjacent to its tracks and the Harris County Houston
41 Ship Channel Navigation District covenants to use the land so conveyed by this deed for railroad
42 purposes in connection with and in furtherance of the maintenance and operation of a unified switch-
43 ing and terminal service for the transportation of freight in intrastate and interstate commerce; and
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any time and at such place or places as may be directed by said
Grantor, a distance of 4,10 feet, and on the east side of said property, a distance of 17' minutes to the left, having a
distance of 404.5 feet; further at said angle of 17 degrees and 17 minutes to the right, for a distance of
685.1 feet, a point of curve; thence to point where a northwesterly direction begins a curve
the left having a radius of 577.0 feet for a distance of 101.0 feet to a point of tangent; thence
eastward along the line tangent to said curve for a distance of 1,090 feet to the east line of the
Franks' 1000 acre tract; thence along said east line of 1,090 feet to point of corner, described
as one acre more or less. It is agreed and understood that all mineral rights of any character
are conveyed by this grant, but all such rights are expressly reserved to Grantor, its heirs or
successors for oil or minerals by Grantor, her heirs or assigns, under & in accordance with the
Harris County Houston Ship Channel Navigation District, its successors or assigns, are the lands so
conveyed for railway purposes, unless written consent is given by said Harris County Houston Ship
Channel Navigation District. It is understood that Grantor, her heirs and assigns, shall have the
reserved right to construct, maintain and operate pipe lines, conduct for transportation of oil,
gas, water or electrical currents across the lands so conveyed, or suitable and necessary rights, pro-
vided such pipe lines are conducted along upper ground where crossing railroad right of way, and
are placed at such depth as to not interfere with the use thereof by said
Harris County Houston Ship Channel Navigation District, its successors or assigns. It is further
agreed that Harris County Houston Ship Channel Navigation District, its successors or assigns, will
construct all such highway crossings, cattle-guards, fences etc., as may be necessary to protect the
lands of the Grantor in said League, where the railroad right of way on the land conveyed crosses
the same. Grantor, her heirs and assigns, shall have the right to establish and maintain over, and
across the property herein conveyed, all proper and necessary crossings for roadways or other means
of transportation. It is further agreed and understood that all houses and improvements on said
lands were conveyed shall remain the property of Grantor and that if it be necessary to move same in
order to get same away from the right of way here granted, that said Harris County Houston Ship
Channel Navigation District, upon request of Grantor, shall, at its own expense, move said houses
and improvements from said right of way to such points as may be directed by Grantor, not in any
case to exceed one hundred feet. All taxes of every kind on said land herein conveyed beginning with
the year 1931, shall be paid by Grantee, its successors or assigns. As a further consideration for
this conveyance said Harris County Houston Ship Channel Navigation District agrees and covenants to
extend its Public Belt trackage upon the rights of way herein conveyed to such industries now located
or which may hereafter be located, upon the lands of the Grantor, in the said Richard and Robert
Vince League as desire to connect therewith by industrial tracks or spurs and the Harris County
Houston Ship Channel Navigation District its successors and assigns hereby obligates itself to con-
nect said tracks and terminal facilities with all such industries located, or to be located, upon
lands of the Grantor, her heirs or assigns in said Richard and Robert Vince League, upon the custom-
ary terms and conditions from time to time made applicable by said railway company for connection
with and service to similar industries located adjacent to its tracks and the Harris County Houston
Ship Channel Navigation District covenants to use the land so conveyed by this deed for railroad
purposes in connection with and in furtherance of the maintenance and operation of a unified switch-
ing and terminal service for the transportation of freight in intrastate and interstate commerce, and
to continuously maintain and operate said standard freight railway for the transportation of freight
in intrastate and interstate commerce to and from industries located or to be located upon lands of
the Grantor, her heirs or assigns in said Richard and Robert Vince League. It is agreed and under-
stood that, should Grantee herein, after the execution and delivery of this instrument, fail to extend

is trackage along the right of ways herein conveyed to industries now located, or which may hereafter be located, upon lands of the Grantee, her heirs or assigns in said Richard and Robert Nine League, or those to operate and carry on a unified, central switching and terminal service as a member of the Port Terminal Railroad Association, or independently thereof, or in connection with the railway lines desiring to continue such unified terminal service for a period of six months.

that such failure by the Harris County Houston Ship Channel Navigation District, its successors and assigns to so use said rights of way or a failure to extend its trackage, spur, and facilities as hereinbefore provided for, shall accomplish a reversion to Grantee, her heirs or assigns of all said lands herein conveyed, except as hereinafter provided for, clear of all liens, claims or encumbrances of every character and shall authorize the Grantee, her heirs and assigns to enter upon and take possession of said lands and demand a reconveyance of same in due form clear of all encumbrances by good and sufficient Special Warranty Deed against all those claiming under Grantee but further provided that, in no event, is it contemplated by either party hereto, that said Harris County Houston Ship Channel Navigation District, its successors or assigns, may alternate between intermittent switching or terminal service as heretofore mentioned and the cessation of such service even though said cessation be for a lesser period of time than said six months; in this connection, however, it is distinctly understood and agreed that said Harris County Houston Ship Channel Navigation District, its successors or assigns, may comply with the terms of this contract upon the rights-of-way heretofore described in above numbered tract No. 1 and fail to comply with the terms of this contract upon the rights of way described in tracts Nos. 2 and 3 without suffering a reversion upon the rights of way described in said tract No. 1, or said Harris County Houston Ship Channel Navigation District may comply with the terms of this contract covering the rights of way described in both tracts Nos. 1 and 2 without suffering a reversion of the rights-of way contained in these two numbered tracts even though the terms of this contract are not complied with in tract No. 3 herein described; but in no event shall said Harris County Houston Ship Channel Navigation District be permitted to comply with the terms of this contract upon the rights of way described in tract No. 3 without complying with the terms of this contract relative to all three tracts herein described. It being the intent hereof that in the event said Harris County Houston Ship Channel Navigation District, its successors or assigns, desires or insists upon its right to comply with the terms of this contract relative to the rights of way described in tract No. 3, that then it shall comply with the terms of this contract as to the rights of way described in all three tracts herein described. The Grantee to have a reasonable time thereafter within which to remove its rails and ties from said land herein conveyed and it shall in all events leave its roadbed intact. To have and to hold, the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Harris County Houston Ship Channel Navigation District, its successors or assigns forever, and I, the said Fannie Booty Brooks, individually insofar as my interest in the Community Estate is concerned, and as Independent Executrix and Residuary Legatee, do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Harris County Houston Ship Channel Navigation District, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness my hand at Houston, Texas, this Thos. H. Ball the 4th day of February, A. D. 1931. Fannie Booty Brooks, Individually insofar as my interest in the Community Estate is concerned and as Independent Executrix and Residuary Legatee.

4 member of the Port Terminal Railroad Association, or independently thereof, or by combination of
5 the railway lines desiring to continue such unified terminal service for a period of six months
6 that such failure by the Harris County Houston Ship Channel Navigation District, its successors
7 and assigns to so use said rights of way or a failure to extend its trackage, spurs, and facilities
8 as hereinbefore provided for, shall accomplish a reversion to Grantee, her heirs or assigns of all
9 of said lands herein conveyed, except as hereinlater provided for, clear of all liens, claims or
10 encumbrances of every character and shall authorize the Grantee, her heirs and assigns to enter
11 upon and take possession of said lands and demand a reconveyance of same in due form clear of all
12 encumbrances by good and sufficient Special Warranty Deed against all those claiming under Grantee
13 but further provided that, in no event, is it contemplated by either party hereto, that said Harris
14 County Houston Ship Channel Navigation District, its successors or assigns, may alternate between
15 intermittent switching or terminal service as heretofore mentioned and the cessation of such ser-
16 vice even though said cessation be for a lesser period of time than said six months; in this con-
17 nection, however, it is distinctly understood and agreed that said Harris County Houston Ship
18 Channel Navigation District, its successors or assigns, may comply with the terms of this contract
19 upon the rights-of-way heretofore described in above numbered tract No. 1 and fail to comply with
20 the terms of this contract upon the rights of way described in tracts Nos. 2 and 3 without suffer-
21 ing a reversion upon the rights of way described in said tract No. 1, or said Harris County Houston
22 Ship Channel Navigation District may comply with the terms of this contract covering the rights of
23 way described in both tracts Nos. 1 and 2 without suffering a reversion of the rights-of-way con-
24 tained in these two numbered tracts even though the terms of this contract are not complied with in
25 tract No. 3 herein described; but in no event shall said Harris County Houston Ship Channel
26 Navigation District be permitted to comply with the terms of this contract upon the rights of way
27 described in tract No. 3 without complying with the terms of this contract relative to all three
28 tracts herein described. It being the intent hereof that in the event said Harris County Houston
29 Ship Channel Navigation District, its successors or assigns, desires or insists upon its right to
30 comply with the terms of this contract relative to the rights of way described in tract No. 3, that
31 then it shall comply with the terms of this contract as to the rights of way described in all three
32 tracts herein described. The Grantee to have a reasonable time thereafter within which to remove
33 its rails and ties from said land herein conveyed and it shall in all events leave its roadbed in-
34 tact. To have and to hold, the above described premises together with all land singular the rights
35 and appurtenances thereto in anywise belonging unto the said Harris County Houston Ship Channel
36 Navigation District, its Successors or assigns forever, and I, the said Fannie Booty Brooks,
37 Individually insofar as my interest in the Community Estate is concerned, and as Independent
38 Executrix and Residuary Legatee, do hereby bind myself, my heirs, executors and administrators, to
39 warrant and forever defend all land singular the said premises unto the said Harris County Houston
40 Ship Channel Navigation District, its successors or assigns, against every person whomsoever law-
41 Approved
42 fully claiming or to claim the same or any part thereof. Witness my hand at Houston, Texas, this
43 day of February, A. D. 1931. Fannie Booty Brooks, Individually insofar as my interest in
44 the Community Estate is concerned and as Independent Executrix and Residuary Legatee.
45 State of Texas, County of Harris. Before me, the undersigned authority on this day personally
46 appeared Fannie Booty Brooks, Individually insofar as her interest in the community estate is con-
47 cerned and as Independent Executrix of the will of R. E. Brooks, deceased, known to me to be the
48 person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed
the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this the 4th day of February, A. D. 1931.

Hazel Ford, Notary Public in and for Harris County, Texas. (Seal).

Filed for record Feb. 10, 1931 at 4:05 o'clock P.M. Recorded Feb. 12, 1931 at 1:40 o'clock A. M.

~~Attest~~ Clerk County Court, Harris County, Texas, by ~~notary public~~ Deputy

No. 495843

D. E. Smith, et al

To City Investment Co.

Deed

The State of Texas, County of Harris. Whereas, by a certain Deed of Trust executed on the 11th day of August, 1926, and recorded in Vol. 317, page 449 of Deed of Trust Records of Harris County, Texas, D. E. Smith did convey to the Second National Corporation as trustee, certain promissory hereinafter mentioned for the purpose of securing and enforcing the payment to the Second National Bank of Houston, Texas, or the holder thereof or part thereof of one certain promissory note for the principal amount of \$1,500.00, and the undersigned Second National Corporation, the Trustee named in said Deed of Trust, at the request of the Second National Bank, the holder of said promissory note for \$1500.00, the said D. E. Smith having made default in the payment of more than six monthly installments of \$35.00 each due to the said Second National Bank, did on the 8th day of January, 1931, elect to declare the entire unpaid balance of \$438.96 due and matured and did on said day proceed to advertise, in the manner provided in said Deed of Trust by posting notice at three public places in Harris County, Texas, one of which was at the Court House door in Houston, Harris County, Texas, the hereinabove described property, and the undersigned Trustee did sell the hereinabove mentioned property for cash on the 3rd day of February, 1931, at which sale said property was struck off to City Investment Company it being the highest bidder, for the sum of \$100.00. Now, in consideration of the premises and the payment to the undersigned of said sum of \$100.00 by the said City Investment Company, the undersigned Second National Corporation, Trustee as aforesaid, by virtue of the authority conferred upon it by said Deed of Trust, has bargained, sold and conveyed and by these presents does bargain, sell and convey unto the said City Investment Company, its successors and assigns, the hereinabove described property, to-wit: Lot No. twelve (12) in block No. eight (8) Woodland Court Addition to the City of Houston, Harris County, Texas, according to the plat of said Addition recorded in Vol. 527, page 377 Harris County Deed Records, together with all improvements thereon. To have and to hold the above described premises, with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said City Investment Company, its successors and assigns forever; and the Second National Corporation, Trustee as aforesaid, does hereby bind the said D. E. Smith, his heirs, executors and administrators to forever warrant and defend the said premises against all persons claiming or to claim the same. Executed this 3rd day of February, A.D. 1931. Second National Corporation, Trustee, by E. C. Barkley, Vice-President.

Attest: Homer E. Henderson, Asst Secretary. (Seal).

The State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared E. C. Barkley, Vice-President of Second National Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and